

# REQUEST FOR PROPOSAL



King County

Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-684-1681 TTY Relay: 711

DATE ADVERTISED: September 9, 2004

RFP Title: Special Recycling Event Services

Requesting Dept./ Div.: Dept. of Natural Resources & Parks – Solid Waste Division

RFP Number: 128-04CMB

Due Date: September 30, 2004 – no later than 2:00 P.M.

Buyer: Cathy M. Betts, [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov), (206) 263-4267

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Tuesday, September 21, 2004**, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Special Recycling Event Services* for the *King County Department of Natural Resources & Parks – Solid Waste Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, September 21, 2004, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

[http://www.metrokc.gov/finance/procurement/find\\_us.asp](http://www.metrokc.gov/finance/procurement/find_us.asp)

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Tuesday, September 21, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) / *Secondary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Natural Resources & Parks, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

or Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement  
If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Natural Resources & Parks, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties

hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. **Electronic Commerce and Correspondence.** King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action

within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

### PART 1 – GENERAL INFORMATION

#### A. Summary of Services Desired

The King County Solid Waste Division (the County) seeks proposals from Consultants qualified to provide event planning and collection services at its one-day collection events for secondary recyclables. The County plans to sponsor five one-day recycling collection events from spring through fall at various King County locations in an effort to collect from areas not served by city-sponsored recycling events.

The County seeks proposals from Consultants qualified to provide the following services: 1) comprehensive event planning, coordination, and management for the County's recycling collection events, and 2) operations, collection, hauling and reuse or recycling for a variety of materials brought to the recycling events. Consultants must submit a proposal for all of the services listed in this solicitation.

Consultant responsibilities shall include but not be limited to:

##### *Planning and Event Management*

- Plan the events and coordinate with County staff, materials collection contractor(s) and subcontractor(s), reuse/recycling vendors; city staff and/or any other involved agents
- Provide greeters, exit staff, traffic directors and any other non-collection staff for the operation of each event
- Determine the annual schedule and procure all sites and site permits in cooperation with the County
- Provide supplies other than those specifically needed for collection operations
- Report collection and participation data to the County
- Collect and remit to the County any fees charged at the events
- Invoice the County for event services.

##### *Collection and Materials Handling*

- Prepare and cleanup event site
- Provide signage, equipment and supplies needed for collection and hauling at each event
- Provide collection staff, equipment operators and drivers as needed for events
- Collect, transport, and market or process designated reusable and recyclable materials.

Detailed descriptions of each of these responsibilities are provided in Part 1, Section C. 5, Tasks 1 and 2, Consultant Responsibilities.

The required hierarchy for managing materials under this contract is first Reuse, then Recycling, and last, Energy Recovery. The Consultant shall be expected to manage materials at the highest level possible.

#### B. Background

King County is committed to reducing and reusing or recycling its waste stream. As a guiding long term principle, SWD has committed to **Zero Waste of Resources 2030**. This means that materials that have value should be reused or recycled rather than disposed. An estimated 58% of the waste materials disposed at transfer stations have economic value, recycling markets, and infrastructure in place. Zero Waste does not mean zero garbage, but rather what is disposed is waste and truly has no other value. To achieve this commitment, the County has developed a variety of waste reduction and recycling projects targeting specific segments of the waste stream to provide maximum reduction of the County's solid waste.

Special Recycling Events is a core program of Zero Waste of Resources 2030. The specific Recycling and Environmental Services Section (RES) goal that applies to this contract is diversion of secondary recyclable materials (scrap metal, bulky wood waste, and electronics) from the County's solid waste

system through collection of secondary recyclable materials. These materials are not collected through most curbside programs. Special Recycling Events began in 1993 with eight events, increased to sixteen events in 1994 and continued annually at fifteen events from 1995 through 1997. In recent years, the number of County events has declined as suburban cities have provided service to some of the unincorporated areas previously served by the County's program. In the past 3 years, the County has hosted 5 events annually: two in White Center, two in Auburn and one on Vashon Island. The same five events will be repeated in 2005.

Since the Recycling program's inception, we have diverted approximately 13,000 tons of material and served approximately 82,000 vehicles. Exhibit A provides a three-year history of the volumes collected and number of vehicles participating at the locations subject to this RFP. Exhibit B illustrates the total number of staff required to service each event from 2002-2004. Exhibit C lists vendors who have provided services in 2004 under the existing contract.

## **C. Scope of Services**

### **1. Introduction**

King County seeks proposals for the coordination, management, staffing, operation, collection and reuse or recycling of materials at the County's Special Recycling Events. The County proposes to hold five one-day special recycling events in King County in 2005. The number and location of sites may vary in future years. Events are open to all King County residents, but event notices shall be mailed only to residents in areas surrounding the events. Businesses shall not be allowed to participate. Any participant who brings acceptable items may not be refused admission, with these exceptions: flatbed trucks, dump trucks, oversized loads, commercial loads, and contaminated loads. Vehicles towing small trailers (approximately 10 feet or less in length), cars, passenger vans and pickups are acceptable vehicles.

### **2. Materials to be Collected at Special Recycling Events**

The list of materials to be collected will be reviewed annually and will be mutually agreed upon by the Consultant and the County and included in the amended scope of work. Some or all of the materials listed below will be accepted at the recycling events. The final list of materials to be collected will be at the County's discretion. Each material is defined in Part 1, Section D, Definitions.

- Bulky wood waste
- Ferrous and non-ferrous metals
- Ceramic Toilets and Sinks, Concrete, Asphalt, Rock and Brick (CRAB)
- Refrigerators, freezers and air conditioning units (CFC appliances)
- Tires
- Reusable household items
- TVs
- Electronics (includes computers)
- Reusable residential building materials\*\* (hardware fixtures, doors, windows, etc)
- Magnetic media (CDs, floppy disks, video tapes)\*\* -
- Carpeting, carpet pads and upholstery foam\*\*

\*\* Potential new materials

Proposers are encouraged to suggest additional materials for collection. Proposers shall include budget details in Part 3, Section E Budget Table 4 (Hauling and Reuse/Recycling Costs), if additional materials are proposed.

### 3. Proposed Recycling Event Schedule and Site Locations for 2005

<u>Proposed Month</u>	<u>Proposed Site Location</u>	<u>Population Area Served*</u>
April	Evergreen High School	White Center, Highline unincorporated King County
May	Vashon High School	Vashon Island
June	Auburn Park and Ride	City of Auburn and southeast unincorporated King County
August	Evergreen High School	White Center, Highline unincorporated King County
September	Auburn Park and Ride	City of Auburn and southeast unincorporated King County

Note: Dates and locations are for planning purposes only. The County does not guarantee the availability of the proposed sites.

\* See Exhibit D

### 4. County Responsibilities

The County assumes the following responsibilities:

#### a. Information

The County will make available to the Consultant copies of documents and other information in its possession as the Consultant may reasonably require in the performance of its work.

#### b. Cooperation with the Consultant

The County will use its best efforts to cooperate with the Consultant and to respond to the Consultant's reasonable requests for information and assistance, consistent with the provisions of the contract. County staff may attend special recycling events and make suggestions to the Consultant's staff. However, it is not the County's responsibility in any way to supervise the project so as to relieve the Consultant of any responsibility, liability, or consequence for neglect, negligence, carelessness, substandard or defective work, or for the use of substandard materials or equipment by the Consultant or its agents.

#### c. Scheduling and Siting

- Cooperate with Consultant to determine annual schedule of recycling events; give timely final approval of schedule.
- Provide Consultant with historical information on event locations and assist Consultant with any local knowledge about sitting possibilities.
- Provide Consultant with historical information and any insurance certifications or other information that will assist the Consultant in securing necessary site permits.

#### d. Publicizing the Special Recycling Events

- Design, print, and distribute pre-event publicity and event information. Publicity may include one or more of the following: direct mail to each home in the service area, press releases, or other promotional methods.



- Provide customer service by phone on weekdays and by website for residents needing information about upcoming recycling events.

**e. Supplying materials needed for education and evaluation**

- Supply educational materials to be distributed by the Consultant to participants.
- Supply customer evaluation survey to be distributed and collected by Consultant at the events.

**f. Supplying materials needed for financial control of monies collected at recycling events.**

Includes receipt books as necessary to record collection of any fees the County chooses to have the Consultant collect.

**g. Weekend Customer Service Phone Line**

Provide cell phone for Consultant to answer questions on the day of each event. The phone number shall be publicized in promotional materials.

**5. Consultant Responsibilities**

Consultant responsibilities will be divided into two main tasks. In Task 1 the Consultant shall be responsible for the event planning, coordination, and management of the recycling events. In Task 2 the Consultant shall be responsible for the recycling event collection, hauling, and materials management. Minor changes to the Special Recycling Event scope of work may be negotiated after Consultant selection, but the work will essentially consist of the following elements.

**PART 2 - TASKS**

**A. Task 1 - Recycling Event Planning, Coordination, and Management**

**1. Event planning and coordination with County and city staff, other contractors and Consultants, and materials collection and/or processing vendors**

The Consultant shall be responsible for the overall planning, coordination, and management of each event. This shall include organizing the efforts of any sub-Consultants prior to and on the day of the events. The Consultant shall meet with or contact by e-mail the County, applicable city staff and/or the sub Consultants at the County's discretion to ensure proper operation of each event.

**2. Staffing**

The Consultant shall provide adequately trained staff for each event. In addition to possessing the skills necessary to perform their tasks, staff shall be familiar with recycling and be customer service oriented. A sufficient number of staff shall be present to prevent traffic delays and to address participants needs and questions. Staffing shall be flexible so that workers can be sent home if event turnout is less than anticipated. Staffing shall be sufficient to provide rotation that allows for lunch, rest, and breaks as needed. Smoking shall not be allowed while staff is on duty.

Staff responsibilities, proposed number per event and job descriptions are listed below.

- Event Coordinator (1) - Supervise staff and oversee operations of entire event. Event Coordinator shall ensure that site entrance greeters, traffic directors, exit staff, and fee collectors are supervised throughout the day.
- Traffic Directors (2-6) - Direct the flow of traffic entering and exiting each event site. Traffic Directors shall have completed instruction in traffic direction and shall carry a certificate of completion. The number of staff assigned shall be adjusted according to participation expected and site layout.

- c. Site Entrance Greeters (1-2) - Screen vehicles for proper materials, answer questions about event procedures, and direct participants to materials collection stations. Site Entrance Greeters shall provide alternative disposal/recycling options for people bringing materials that are not being collected. Greeters shall distribute educational materials as requested by the County and an evaluation survey to all participants.
- d. Fee Collection Staff (1) - Collect money and issue receipts to participants bringing any commodity for which the County chooses to collect a fee.
- e. Site Exit Staff (1) - Collect completed surveys from a minimum of 75 percent of participants at each event. Tally the number of participants leaving the site. Direct participants who were unable to offload all their goods to a recycling or transfer facility. Make note of complaints and report them to the Event Coordinator for inclusion in the event report to the County.

### **3. Scheduling and sitting events**

- Develop annual schedule of events in cooperation with the County's project manager, participating and surrounding cities, and the King County Wastemobile project manager.
- Submit annual schedule to the County for final approval a minimum of 16 weeks prior to the first event of the year.
- Notify all sub Consultants, vendors, and suburban cities of annual schedule.
- Propose individual site locations to the County's project manager, and coordinate with participating cities, other Consultants involved in the project, and the Wastemobile project manager so as to optimize service to County residents; submit proposed sites to the County for final approval a minimum of 16 weeks prior to the event.
- Secure permission for all event locations and any necessary site permits by submitting any required applications to site hosts; provide copies of signed permits or permissions to the County a minimum of 12 weeks prior to the first event for the season. For siting purposes, spring to early summer will be considered the first season and late summer to fall will be considered the second season.
- Notify all subcontractors or other involved parties of the individual event locations at least one month prior to each event.

### **4. Weekend Customer Service Phone Line**

The Consultant shall be responsible for maintaining a staffed telephone line to answer customer questions on the day of each event. That phone line shall be publicized in promotional materials.

### **5. Equipment and Supplies**

The Consultant shall be responsible for providing the following items at each event. The Consultant shall be expected to use durable equipment and supplies and to reuse those items to the greatest extent possible.

- a. Two (2) hand-traffic-counters
- b. Pencils for participants to fill out survey (to be collected and reused)
- c. Clip boards
- d. Lidded, water-resistant boxes to store surveys and educational materials on site
- e. Table and supplies for lunch/snacks/beverages
- f. First Aid Kit

## **6. Lunch and Breaks**

The Consultant shall be responsible for providing a morning snack, lunch, and coffee, tea, soft drinks and drinking water for all staff, including collection staff and volunteers, so that they will not need to leave the site during hours of operation.

## **7. Money Collection, Recording and Delivery to the County**

In the past, the County has collected a fee for CFC appliances, tires, computer monitors, televisions, toilets, and sinks. If the County elects to collect the fee from customers directly as opposed to allowing the vendors to collect the fees, the Consultant shall be responsible for collecting money as directed by the County, giving receipts to all customers who have paid a fee, and delivering the money, the receipt book and a written accounting of money collected to the County within two working days of the event.

## **8. Handling and Reporting Complaints**

The Consultant shall respond in a reasonable and courteous manner to any complaints, charges or allegations related to the performance of any and all parties serving at the recycling events within five (5) days of receipt of that complaint, charge or allegation, including but not limited to those complaints made or actions brought by citizens, citizen groups, or public agencies. The Consultant shall report to the County within one working day of any complaint the details of the complaint received, including the name and address of the complainant (if available), the substance of the complaint including the activity or service at issue, and the action, if any, the Consultant has taken to investigate or remedy the problem, or an explanation of why no action has been taken.

## **9. Data Collection and Reporting**

The Consultant shall collect and submit to the County within four working days of an event the participant evaluation surveys along with a summary report of the event. Consultant shall prepare a summary of the year's collection events in a final report due to the County thirty (30) days after the last collection event each year. Reports shall be submitted electronically using Word XP or Excel XP in a format to be designated by the County.

Data to be included in each event report include:

- Number of vehicles served
- Volume of each material collected, in tons or in some cases, units (as in tires and CFC appliances)
- Number of hauls of scrap metal, bulky wood waste, and CRAB
- Number of staff people used at each event and their job function at the event
- A summary of comments received from participants, including an explanation of any problems or complaints received and suggested solutions to the problem.
- Mention of any unusual circumstances such as a locked site, extreme weather, other community events nearby, or any other factor that might have affected operations or turnout at the recycling event.

Information to be provided in the final report shall include:

- Number of participating vehicles by event and total for the year.
- Tonnage of material by commodity, by event, and total for the year.
- Average haul weight for each material.
- Comments and recommendations for improving the events in future years.

## 10. Invoicing

A complete and accurate invoice for all compensation due to the Consultant for services completed at any site pursuant to the contract shall be submitted to the County no later than 45 calendar days following day of collection at that site. The Consultant specifically agrees that, for invoices submitted later than 45 days, the total compensation due to the Consultant from the County for services included on any such invoice shall be decreased as follows:

Days Later than 45	Reduction in Total Compensation Due
1 to 30.....	5 percent
31 to 60.....	10 percent
61 to 90.....	15 percent
91 to 120.....	20 percent
121 to 150.....	25 percent
151 to 180.....	30 percent
more than 180.....	100 percent

The County shall not be required to compensate the Consultant for services included in any incomplete invoice. Within fifteen working days after receipt of an invoice that it deems to be incomplete, the County will so notify the Consultant in writing or by FAX. The Consultant shall provide a substantially complete invoice no later than five working days after receiving notice of incompleteness by the County. Invoices completed on the later of five working days after notice, or 45 days after the last day of collection at the site at which the invoiced services were provided, shall be considered late and shall be subject to the reduction in compensation provisions above.

A complete invoice shall include the following information.

- Copies of event log showing sign-in and sign-out time for each staff person, including the Event Coordinator.
- Copies of timesheets for staff who are employees of or subcontractors to the Consultant.
- Itemized listing of labor hours charged for each category of expense, including event management, collection and hauling of materials.
- Itemized listing of all other reimbursable expenses.
- Copies of receipts for all reimbursable expenses.
- Contracted rates for each category of expense.
- Actual event costs by budget category.
- Summary comparison of year-to-date event costs as a percentage of budgeted costs.

### B. Task 2 - Recycling Event Collection, Hauling, and Materials Management

#### 1. **Coordination with County and city staff, other contractors and Consultants involved in the project, and materials processing vendors**

The Consultant shall be responsible for setting up the collection site; furnishing all collection equipment, containers and collection labor; unloading materials from cars and placing the materials in waste containers; hauling the materials to appropriate processing vendors; ensuring that materials are processed in accordance with the contract; and cleaning the site after each event.

Prior to and on the day of the events, the Consultant shall be responsible for coordinating collection staffing and operations. The Consultant shall meet with or contact by e-mail the County, applicable

city staff and/or the sub-Consultants at the County's discretion to ensure proper operation of each event. The Consultant shall prepare a site layout map for each location and provide it to the County a minimum of twelve (12) weeks prior to the event date.

## 2. Staffing

The Consultant shall provide adequately trained collection labor for each event. In addition to possessing the skills necessary to perform their tasks, staff shall be familiar with all hazards associated with collecting materials accepted at the events and how to remedy any spills or accidents. A sufficient number of staff shall be present to prevent traffic delays and to address participants' needs and questions. Staffing shall be sufficient to provide rotation that shall allow for lunch, rest, and breaks as needed. Smoking shall not be allowed while collection staff is on duty. Collection staffing shall be flexible so that workers can be sent home if event turnout is less than anticipated. Staff responsibilities, proposed number per event and job descriptions are listed below.

### a. Site Supervisor (1)

The site supervisor shall serve for the entire season and shall have prior experience managing one-day recycling events. The site supervisor shall be responsible for site set-up, coordination with all Consultants and/or vendors on site, supervision of collection labor, management of equipment and collection operations, hauling materials to reuse or recycling facilities, and any other appropriate tasks related to collection at the recycling events.

### b. Collection/loading staff (numbers will vary by type of material collected)

Collection/loading staff shall unload materials from vehicles and place them in collection containers. Each collection station shall be staffed by at least one person. High volume stations such as scrap metals shall be staffed in appropriate numbers to avoid delays. Historical staffing levels are listed in Exhibit B. If subcontractors have not provided their own staff, then staffing for subcontractors shall be the responsibility of the Consultant.

### c. Equipment operators (as needed for the equipment proposed)

Heavy equipment operators shall be trained, certified, and experienced in the use of the equipment they are assigned to use.

### d. Drivers - Drivers delivering heavy equipment and dumpsters shall be trained, certified and experienced for the task and may double as collection laborers between hauls.

## 3. Equipment and Supplies

The Consultant shall provide all equipment and supplies necessary for efficient collection operations at the events. Consistent with the intent of a reuse and recycling program, the Consultant shall be expected to use durable equipment and supplies and to reuse those items to the greatest extent possible. Leasing of equipment and/or subcontracting services are acceptable. The County shall not pay for repair of trucks or equipment, whether leased or owned. Materials to be provided are listed below.

- a. Front-end loader and grapppler for loading heavy materials into collection containers (not to be used for scooping and loading smaller items.)
- b. Truck for transporting equipment.
- c. Plywood sheets to protect pavement in areas where heavy equipment operates. (approx. 40 sheets)
- d. Heavy gauge tarps to tape to pavement where appliances are unloaded.
- e. Street sweeper or brooms for site clean up.
- f. Garbage dumpster (one 20-cubic yard container)

- g. Other dumpsters as needed for materials collection.
- h. Portable toilet facilities
- i. Hand truck
- j. Spill containment and clean up supplies
- k. Cellular phone
- l. Eye washing and first aid kits
- m. Heavy-duty gloves, reflector vests and any other safety equipment needed for collection staff.

The Consultant shall at its own expense provide any other incidental supplies and materials needed for collection operations unless those items are identified and budgeted in the Consultant's proposal.

#### **4. Signage**

The Consultant shall provide informational signage for traffic direction and collection stations. All signs shall be "sandwich board" style. The proposed minimum size for traffic direction signs shall be about 36 x 40 inches. Proposed minimum size for collection station signs shall be about 24 x 34 inches. Minimum quantities for each type of sign are listed in parentheses below:

- a. Directional signs, to be posted in highly visible locations at major arterials and at site entrance, shall read "King County Recycling Event" with an arrow pointing in opposite directions on each side. (4)
- b. "Refrigerators & CFC Appliances" (1)
- c. "Concrete, Rock, Asphalt, Brick, Toilets, Sinks" (1)
- d. "Bulky Wood waste" (1)
- e. "Metals" (1)
- f. "Tires" (1)
- g. "Scrap Metal" (1)
- h. "Televisions" (1)
- i. "Electronics" (1)
- j. "Computer Monitors" (1)
- k. "Household Items" (1)
- l. Any other items collected (1 each)

#### **5. Provide for Collection, Hauling and Reuse or Recycling of Materials**

The Consultant shall provide or subcontract with other companies to provide for the designated handling of all materials collected at the events and for the timely hauling of materials to appropriate reuse or processing facilities. The Consultant shall submit a list of all proposed reuse or recycling vendors or processors, including back-up vendors.

The Consultant shall minimize the number of hauls by using the largest sized container that is feasible for the site and the type of material collected; for example, a 40 yard dumpster should be used in most if not all locations to collect scrap metal.

#### **6. Collection Contingency Plan**

The Consultant shall develop a contingency plan (Part 3, Section F) to provide for the collection of materials in the event that a subcontractor or vendor is late or fails to appear. In the event of a "no-show", the Consultant shall collect the materials and arrange for their removal from the site on the same day as the event and shall be responsible for the timely reuse or recycling of the materials.

The Consultant shall also identify a contingency plan in the event that the reuse or recycling market for one or more commodities declines during the course of the contract.

The contingency plans shall be approved by the County prior to initiation of the contract.

## 7. Site Preparation

The Consultant shall arrive at each event site approximately 1½ hours prior to the event opening time to ensure that the site is adequately prepared to receive participants. Preparation shall include but not be limited to:

- Making arrangements to obtain any necessary keys to access the site
- Setting up equipment and supplies
- Posting traffic direction signs at major intersections and at site entrance, and positioning materials collection station signs on site
- Directing vendors to their collection locations
- Holding a meeting with all collection staff to review responsibilities and safety procedures for the collection event.

## 8. Site Cleanliness

All supplies, equipment, signs, collected materials, debris and any other traces of the event shall be removed by 6:00 p.m. on the same day of the collection event. The Consultant is responsible for leaving the event site at least as clean and intact as the pre-event condition. The Consultant's site supervisor shall be required to remain on site until the area has been cleaned or to return to the site by 7:00 p.m. on the day of the event to ensure that the site has been adequately cleaned.

Collection and disposal of any items dumped illegally within 24 hours prior to the start of the event or within 24 hours after closing of the event shall be the responsibility of the Consultant. Previous experience has shown that illegal dumping is not a significant problem. Disposal shall be in compliance with applicable laws and regulations.

The County may visit the event site at its discretion at least one day prior to or after each event to determine the condition of the site. In the event of illegal dumping or inadequate cleaning of the site, the Consultant shall remedy the condition within four hours of being notified of the problem.

## 9. Incident Reporting

The Consultant shall report to the County as soon as is reasonably possible, but in no case more than one working day, the complete details (including witness statements) of any incidents that occur during the performance of the contract. For the purposes of the contract, an incident shall include the death of any person, any personal injury resulting in inpatient hospitalization or outpatient treatment by a physician, or damage to any real or personal property.

# PART 3 – OTHER INFORMATION

## A. Definitions

### 1. Materials

The following definitions of acceptable materials are not meant to be restrictive. If a vendor wishes to expand the definition of a material or provide for the collection of additional materials at no charge to the County, the County may choose to expand the list of materials collected and revise the publicity material accordingly.

- **Bulky Wood Waste** - includes tree branches with a minimum four (4) inch diameter, tree stumps, logs, clean wood, plywood, pallets and any other kinds of untreated and unpainted wood. Bulky wood does not include leaves, grass clippings, small branches less than four inches in diameter, sod, or brush.
- **Carpeting, carpet pads and upholstery foam** – includes any carpeting, carpet padding, or upholstery foam that is reusable or recyclable.

- **Concrete, Asphalt, Rock, Brick, Toilets and Sinks (CRAB)**- includes concrete with and without rebar in pieces 18 inches or smaller, and porcelain or ceramic toilets and sinks (incidental metal and/or plastic components are acceptable). Crushed rock, gravel and other small landscaping materials are not accepted.
- **Electronics** – includes desktop and laptop computer processors, monitors, keyboards, mice, trackballs, modems, and other computer accessories. printers, keyboards, fax machines, photocopiers, scanners and cell phones.
- **Ferrous and Non-Ferrous Metals** - includes but is not limited to auto parts, iron, steel, lawn chairs, bicycles, microwaves, hot water tanks, washers, dryers, stoves, cast iron sinks and tubs, swing sets and lawn mowers. TV sets, computer processors, compressed gas canisters, complete auto bodies, and cans or equipment containing chemicals shall not be accepted as scrap metal. Note: Customers shall be asked to remove rubber, plastics, fuels, liquids, and lubricants prior to arrival at the event, but the Consultant shall be prepared to remove non-recyclable parts and handle any spills arising from failure of customers to follow those instructions. Items that can reasonably be refurbished and reused shall be set aside and provided by the Consultant to an appropriate end user for that purpose.
- **Magnetic media** - Computer discs, CDs, DVDs, video and audio tapes and cassettes.
- **Reusable Household Items** – includes such items as clothing, shoes, belts, purses, drapes, bedding, linen, textiles, rugs, toys, kitchenware, yard and hand tools, small appliances and furniture that is clean, unstained, undamaged and in good working order.
- **Refrigerators, freezers and air conditioning units (CFC Appliances)** – includes household refrigerators and freezers less than 6 feet by 4 feet, and household air conditioning units. No commercial freezers or automobile air conditioning units shall be accepted.
- **Reusable residential building materials** – Includes hardware fixtures, doors, windows, etc. that can be re-used.
- **Secondary recyclables** – includes reusable or recyclable materials that are not typically collected in curbside collection programs.
- **Tires** – includes light truck, car and motorcycle tires with an inner diameter of 18.5 inches or less. Bias, steel-belted and studded tires are acceptable. Tires on and off rims will be accepted.
- **TVs** – includes color and black and white televisions of any size.

## **B. Materials Management Definitions**

- **Energy Recovery** – transforming, reprocessing or re-refining materials in such a way as to convert the materials to energy that is captured and used as fuel.
- **Recycle, Recycled, or Recycling** - includes transforming, remanufacturing, reprocessing or re-refining materials into usable or marketable products, and marketing or distributing these products or commodities for use other than landfill, incineration, stockpiling, or as a fuel. This definition does not include reuse of residues from treatment, destruction, incineration, or other methods of waste disposal.



- **Reuse, Reused, or Reusing** – includes marketing or distributing a material to be used in a manner similar to the product's original use. This definition may include repairing or refurbishing an item so that it can be used for its original purpose.

### **C. Foreign Processing Facilities**

Processing of all materials collected from the events must meet applicable environmental standards required by law. The County has the right to request documentation regarding processing procedures to ensure that they meet applicable environmental standards. If any material collected from the events is processed at a facility outside the United States, the Consultant shall provide documentation to the County that the facility is sited, constructed, operated, and otherwise maintained in a way that protects human and animal health and the environment, and which is not less protective than would be required for a similar facility sited in the United States.

### **D. Rights reserved by the County**

The County reserves the right, in its sole discretion, to provide its own staffing, management, and/or hauling of goods at one or more sites, with advance notice to the Consultant. The County also reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this Request for Proposal:

Request additional information and/or clarification from the proposers

- Extend the deadline for submitting proposals
- Permit the timely correction of errors and waive minor deviations
- Take any other action it deems in its interest.

This RFP does not obligate the County to accept any proposal, negotiate with any proposer, award an agreement, or proceed with the development of any service described in response to this RFP.

Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP, unless an exception to particular terms and conditions is expressed in writing in the proposal. Submittal of a proposal signifies proposer's commitment to provide the proposed services in accordance with the terms of this RFP if selected.

The County shall have the right (but not the obligation) to perform, and each proposer shall agree to cooperate with, an investigation and review of each proposer's ability to perform the work required. This investigation may include, but not be limited to, a review of the proposer's audited financial reports in the proposer's office.

### **E. Time of Performance**

The contract will run from January 1, 2005 through December 31, 2005. If a contract is awarded based on this RFP, it will contain the following provision: The contract period may be extended in one (1) year increments for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County.

### **F. Budget**

The budget for this Scope of Work is \$92,000. Proposed costs will be reviewed and negotiated as necessary. Additional funds may be made available if needed. Full funding for this project is contingent on final approval of the 2005 Budget by the King County Council.

## PART 4 – QUALIFICATIONS AND PROPOSAL FORMAT

### A. Qualifications

Consultant team shall have strong expertise in the areas of planning, coordinating and collecting at one-day collection events for reusing and recycling the kinds of materials listed in this RFP. The Consultant team shall have demonstrated experience in customer service, a working knowledge of reuse and recycling processes and markets and a documented history of supporting the concepts of waste minimization and recycling.

### B. Proposal Format

Limit the responding proposal to 20 pages of text (ten double-sided pages) printed on recycled paper in 11-point font or larger. The cover letter, table of contents, organizational charts, resumes and appendices are not included in the 20-page limit. It is preferred that the proposal is **not** bound and has **no hard or plastic covers**. Binder clips are acceptable. Assemble the proposal in this order:

1. This RFP document, signed.
2. A cover letter that includes a contact name with phone number and e-mail address.
3. Table of Contents including appendices.
4. Qualifications, Description of Proposed Project Team and Management Approach
  - a. *Project team*. Describe the structure of your organization, identify the principal officers and number of years your organization has been in the business of providing your specific services. Include a project team organization chart and resumes for each proposed team leader (chart and resumes not included in the page limit).
  - b. *Relevant experience*. Describe three related or similar projects. Include Consultant's experience, subcontractors' experience, and their experience working together.
  - c. *Project Team Responsibilities*. Describe specific task responsibilities for each team member.
  - d. *Subcontractors*. List all subcontractors, including back-up subcontractors, to be used on the project and their areas of specialization in the table provided in Part 3, Section G.
  - e. *Management Approach* - Describe how you will manage the contract to ensure that the work is performed effectively, on time, and within budget. Include a completed Contingency Plan provided in Part 3, Section F.
5. Approach to the Scope of Work.  
In this section describe your proposed approach to the Scope of Work. Address the following:
  - a. Include a thorough description of how each subcategory listed under Part 1, Section C. 5., Consultant Responsibilities, of the RFP shall be addressed. All aspects of how event planning, coordination and/or collection operations will occur shall be addressed in the proposal, from event preparation through post-event clean up.
  - b. How the 2005 program might continue each year building on the success and track record of past events and the 2005 program.
  - c. Include a timeline for the program for each task.
  - d. Provide a detailed cost estimate listing costs per event and per year for each element of the scope of work, including hourly rates of pay and number of hours projected for each staff member, and rates per event for every other category of expense. Budget numbers shall reflect net costs to the County after market value of materials collected is considered. Clearly indicate what tasks or portions of the project each team member shall be working on, and the portions of the budget that are allocated for those tasks. Provide a separate budget line for each material to be collected. Include completed budget tables provided in Part 3, Section E. The County reserves the right to require documentation supporting proposed cost and pricing data.

## 6. Client References

A minimum of three references for related projects are required for the Consultant and one for each subcontractor involved in the scope of work (Part 1, Section C. 5, Consultant Responsibilities). The County may elect to check references for all proposals or only for proposers scheduled for interviews. The County may also choose not to check references for any proposals or may contact other references known to the County but not listed in the proposals.

## **PART 5 – CONSULTANT SELECTION PROCESS**

### **A. General Approach**

Proposals will be rated according to the criteria below. If this results in a short list of highest-ranked Consultants, those Consultants may be asked to provide additional information in an oral presentation. The County reserves the right to conduct oral interviews in addition to the written evaluations. The selected Consultant will be the highest ranked Consultant based on the combined total of the written evaluation criteria and interview, if conducted. The County reserves the right to award no contract under this RFP, and to reduce or increase the dollar amounts allocated to each task.

Respondents to this RFP will be evaluated based on their experience, understanding of the County's needs with regard to the programs described above, their ability to provide the services and the cost proposed for that service. Proposers shall address all requirements outlined in this RFP, including but not limited to Part 2, Section B, Proposal Format, in order to be deemed responsive to this RFP.

### **B. Selection Panel**

The selection panel will include members of the RES Section of the Solid Waste Division (SWD) and other individuals at the discretion of the RES Section. The panel will rate the applicants and recommend selection for the SWD Director's approval based on the ratings from the written proposals, work samples/references, and any interviews.

### **C. Selection Schedule – Some dates are approximate and subject to change.**

RFP Issued .....	9/09/04
Pre-Proposal Meeting 10 a.m. ....	9/21/04
Written Questions Due.....	9/21/04
Addendum Issued if Needed .....	9/23/04
Proposals Due, no later than 2 p.m. ....	9/30/04
Evaluation Period Begins.....	10/01/04
Select & Notify Short List .....	10/22/04
Interviews (optional) .....	Week of 10/25/04
Final Selection .....	11/01/04
Contract negotiated .....	11/08/04
Final contract signed .....	11/22/04

### **D. Evaluation Criteria**

#### **1. Qualifications and related experience (35 points)**

- Experience of the Consultant's team in planning and coordinating similar collection events.
- Experience of the Consultant's team in collection/hauling, reuse and recycling of materials collected at similar events.

- Experience of the Consultant's team with proposed material reusers/recyclers/haulers/collection staff and subcontractors.
- Experience and compliance history of recycling facilities.
- Waste reduction/recycling project experience.
- Demonstrated ability to deliver a successful project on schedule and within budget.

## 2. Approach to Scope of Work **(30 points)**

- Identification of individuals assigned to the task, their hourly rate of pay, and the extent of their Waste Reduction and Recycling knowledge and where obtained.
- Efficient allocation of staff resources and consistency with the County's goals for the program.
- Proposer's ability to provide quality customer service in a safe manner.
- Proposal's prior work history with the proposed subcontractors, if any, and their ability to work together as a team to deliver a successful product or event.
- Contingency plan approach

## 3. Organization and Management Approach - **10 points**

Proposals will be rated on the completeness of the proposal in response to the RFP, the composition of the team, the skills of each team member and the appropriateness of the team related to the scope of work. The team shall have experience working together and be organized to ensure efficient and effective delivery of services.

## 4. Proposed Budget and Pricing Structure - **25 points**

Proposals will be rated on the clarity and completeness of their pricing structure and fees and value provided to King County relative to other proposals and similar work done for King County. Consultant charges and invoicing policies must follow King County guidelines. Tables provided in Part 3, Section E must be submitted in order for the proposal to be deemed responsive.

Proposers shall budget to include all costs associated with the RFP tasks. The County makes no guarantees of the quantity or quality of materials that will be brought to each recycling event or the number of hauls that will be required. All of the designated materials received at each recycling event shall be collected and transported, regardless of quality or quantity, and therefore the cost of disposing of any items that are not reusable or recyclable shall be incorporated into the budget. .

Proposed budgets shall include the following elements:

- a. Total project costs
- b. Hourly rates and unit prices
- c. Budget allocation among the various aspects of the scope of work
- d. Total hauling and reuse/recycling costs
- e. Budget allocation among the various materials collected and reimbursable expenses
- f. Feasibility of providing the service for the budget proposed

**100 points      Total Possible Points from Written Proposal**

## E. Proposal Budget Forms

The following forms must be completed and submitted by the proposer as a part of their proposal in order for it to be deemed responsive.

**Budget Table 1 - Event Management Labor**

The event coordinator will be paid for actual hours worked in planning and carrying out the event, not to exceed 11 hours in total per event. All other staff will be paid from the time staff arrives at the event site to the time they leave the event site, not to exceed eight hours (10 for Vashon events). Travel time to the event is not paid by the County except for the drivers, who are paid for actual hours worked up to a maximum of 10 hours. A one-hour travel allowance is acceptable for staff working the Vashon event.

<b>Position</b>	<b>Avg.# of Staff Per Event</b>	<b>Total Staff Hours Per Event</b>	<b>\$ per Hour</b>	<b>Total Labor Cost Per Event</b>
<b>Event Coordinator</b>				
<b>Traffic Directors</b>				
<b>Site Greeters</b>				
<b>Fee Collection Staff</b>				
<b>Exit Staff</b>				
<b>Total Labor Cost</b>	<b>xxxxxxxxx</b>	<b>xxxxxxxxx</b>	<b>xxxxxxxxx</b>	

**Budget Table 2 - Collection Labor**

Collection staff will be paid only for hours worked on the site, not to exceed eight hours per event (10 for Vashon events). Drivers delivering heavy equipment and dumpsters will be paid from the time the truck leaves the Consultant's yard to the time the truck returns to the yard after the last container is removed from the event site, not to exceed ten hours per driver per event. Drivers may double as collection labor between hauls, but their time and rate shall be entered separately into the table below. Travel time to the event is not paid by the County except for the drivers, who are paid for actual hours worked up to a maximum of 10 hours. A one-hour travel allowance is acceptable for staff working the Vashon event.

<b>Position</b>	<b>Avg.# of Staff Per Event</b>	<b>Total Staff Hours Per Event</b>	<b>\$ Per Hour</b>	<b>Total Labor Cost Per Event</b>
<b>Site Supervisor</b>				
<b>Collection/Loading Staff</b>				
<b>Equipment Operators</b>				
<b>Drivers</b>				
<b>Total Labor Cost</b>	<b>xxxxxxxxx</b>	<b>xxxxxxxxx</b>	<b>xxxxxxxxx</b>	

Proposer shall identify and propose a budget for all equipment and supplies it wishes to include as reimbursable expenses in this proposal, to the extent allowed by the terms of the RFP. Proposer may add rows as needed.

Equipment, Supplies, Signage, Transportation	\$/Event
<b>Total Cost of Equipment, Supplies, and Signage per Event</b>	

**Budget Table 4 - Hauling and Reuse/Recycling Costs**

The proposer shall provide separate costs for hauling and the costs for reuse/recycling. Some commodities and some hauls may be offered at no cost or a negative cost if the proposer chooses to rebate to the County some or all of the revenue received for that commodity. A haul is defined as a delivery of a container from the event site to the recycler. Intermediate hauls to a storage facility or back to the Consultant's yard shall not be reimbursed. All costs related to hauling shall be included in the hauling budget, including such expenses as truck rental.

Bulky wood waste is typically collected at the spring events only. Concrete, Rock, Brick, Asphalt, Toilets & Sinks are typically collected at the fall events only and on Vashon Island in the spring.

Location	Scrap Metal		Bulky Wood+		CRAB++	
	\$/ton	\$/haul	\$/ton	\$/haul	\$/ton	\$/haul
White Center						
Vashon						
Auburn						

+ Proposers shall assume 10 cubic yards per ton for bulky wood recycling facilities that do not have scales.

++ Proposers shall estimate using 10-yard containers for CRAB or filling up only half of 20-yard containers. Each 10-yard container of CRAB will weigh approximately 10 tons.

Location	Electronics		Tires		CFC appliances		Household		TVs / Monitors	
	\$/ Lb.	\$/haul	\$/ tire	\$/haul	\$/ton	\$/haul	\$/ton	\$/haul	\$/ton	\$/haul
White Center										
Vashon										
Auburn										

**Potential new materials:**

Location	Carpeting		Reused Bldg Materials		Magnetic Media	
	\$/ ton	\$/haul	\$/ Lb.	\$/haul	\$/tire	\$/haul
White Center						
Vashon						
Auburn						

Proposer's contingency plan in the event a vendor or the market for a commodity becomes unavailable during the life of the contract:

Proposers shall provide the name, address and contact person for each subcontractor used in any capacity related to the event management, traffic management, clean-up, collection, hauling or recycling of material(s), or any other vendor used in any capacity related to the recycling events. For reuse or recycling vendors, please specify which material or material component shall be recycled at that facility. For each material handled please list a back-up reuse or recycling facility and asterisk it to identify it as a back-up.

[illegible]




Please add rows as necessary.

**EXHIBIT A**

**Special Recycling Events  
Average Per-Event Participation and Materials Collected\*  
2002-2004**

<b>Commodity</b>	<b>2002</b>			<b>2003</b>			<b>2004</b>		
	<b>Evergreen</b>	<b>Vashon</b>	<b>Auburn</b>	<b>Evergreen</b>	<b>Vashon</b>	<b>Auburn</b>	<b>Evergreen</b>	<b>Vashon</b>	<b>Auburn</b>
Scrap metal <b>tons</b>	31	34	48	26	37	47	23	42	43
Bulky wood waste <b>tons</b>	23	7	20	18	9	22	17	14	31
CRAB <b>tons</b>	60	16	40	48	16	29	NA	20	NA
Household items <b>tons</b>	6	2	7	4	1	7	4	2	6
Tires <b>units</b>	334	361	750	355	385	866	237	600	445
CFC appliances <b>units</b>	22	20	47	17	14	43	18	19	53
Televisions <b>units</b>	19	28	41	26	23	86	57	41	108
Electronics	0.13	0.05	1	1	0.21	1	1	1	1
Computer monitors <b>units</b>	39	35	73	47	48	123	54	113	178
Participation	477	313	715	419	298	751	345	446	816

\* Figures larger than 1 ton have been rounded to the nearest ton and reflect an average of data from sites where items were collected at both spring and fall events. For example, CRAB has typically been collected only in the fall.

NA – Data not yet available

**EXHIBIT B**

**Special Recycling Events  
Event Staff Information  
2002-2004**

**A. Collection Data**

- The tables below lists the total number of staff required to service each event from 2002-2004. The staff number does not include drivers' time for hauling materials but it incorporates any time they spend on site loading materials.
- Staff numbers represent the numbers used at the beginning of each event and are based on prior experience. Staff may be sent home at noon if it is apparent that the event is overstaffed. The determination of overstaffing will be made by the on-site manager.

<b>Location</b>	<b>2002</b>			<b>2003</b>			<b>2004</b>		
	Collec	Event	Traff	Collec	Event	Traff	Collec	Event	Traff
Evergreen High School	19	8	7	19	9	4	19	8	4
Vashon Island	8	4	2	8	4	1	8	4	1
Auburn Park and Ride	21	9	10	21	10	10	21	8	10

*“Collec”* represents the number of people needed to assist in the unloading of Bulky Wood Waste, Scrap Metal, CRAB, including equipment operators and the site supervisor. The number does not include staffing required to collect other commodities. Typically tires, household reusable, and CFC appliances have required two staff persons each per event. Collection staff are paid for actual hours worked on site up to a maximum of 8 hours per event (10 for Vashon events). The Site Supervisor is paid for actual hours worked, up to a maximum of 11 hours per event. Travel time to the event is not paid by the County except for the drivers, who are paid for actual hours worked up to a maximum of 10 hours. A one-hour travel allowance is acceptable for staff working the Vashon event.

*“Event”* is the total number of other staff needed to operate the event, including greeters, exit staff, fee collectors, education staff and the Event Coordinator. Event staff are paid actual hours worked up to a maximum of 8 hours per event (10 for Vashon events). The Event Coordinator is paid for actual hours worked up to a maximum of 11 hours per event. The County does not pay travel time to the site, except that a one-hour travel allowance is acceptable for staff working the Vashon event.

*“Traff”* is the total number of traffic direction staff used at each event. They are paid for actual hours worked up to a maximum of 8 hours per event (10 for Vashon events). The County does not pay travel time to the event, except that a one-hour travel allowance is acceptable for staff working the Vashon event.

**B. Average annual costs**

The average annual costs for 2 events at White Center, 2 events at Auburn and 1 event at Vashon based on 2002-2004 data follow:

Event Management Services:..... \$26,400  
RFP Part 1, Section C 5 Task 1

Collection/Recycling Services: ..... \$46,300  
RFP Part 1, Section C 5 Task 2

**EXHIBIT C****List of Vendors Used in 2004 for Special Recycling Events Under Existing Contract**

Event Management and staffing – *Olympic Environmental Resources, Labor Ready, Inc.*

Scrap metal – *Demolition and Disposal Services* (hauling); *Seattle Iron and Metals* (processing)

Bulky wood waste – *Demolition and Disposal Services* (hauling); *Marathon Wood Recyclers* (processing)

CRAB – *Demolition and Disposal Services* (hauling); *Stoneway Rock and Recycling* (processing)

CFC appliances - *Total Reclaim*

Televisions – *Total Reclaim*

Tires - *Tire Disposal and Recycling*

Household reusables – *Goodwill*

Electronics – *Total Reclaim*

**EXHIBIT D****Map of Recycling Event Boundaries (see attached)****Part 5 - Contract Terms****A. Labor Category billing rates.**

King County Solid Waste, Recycling and Environmental Services (RES), adopted an (optional) annually determined labor category rate method of billing for consultants. The labor category rates are for one calendar year for all Solid Waste contracts held by the consultant: contracts initiated during that year, and amendments to any contract in that year.

The labor category rate for the following year (if a contract is extended) will be negotiated in November - December and will apply to all amendments to contracts held by the consultant and to any newly initiated contracts with that consultant in the next year.

1. Consultants that select the labor category billing method will present their annual rate proposal by the end of the first week in November.
2. Annual increases to the contract will be limited to the percentage difference in the consumer price index for all urban consumers for the Seattle region from the first six months of the current year versus the first six months of the previous year plus no more than 2%.
3. Employees may be granted a raise to a higher category January 1<sup>st</sup> of each year subject to prior approval by King County. Consultant staff moved between categories shall be assigned work appropriate to that category.

**B. Direct Salary, Overhead, and Profit billing rates.**

1. Profit for the consultant is based on cost-plus-percent-of-cost and ranges between 8% to 10%. Final profit is based upon negotiation with project manager and considers the degree of risk and difficulty of the project.
2. Labor rate adjustments are limited to once a year.
3. A 5% limit on overhead rate increases for the duration of the contract applies to prime and sub-consultants.

4. Fully loaded billing rates may be used based upon the amounts agreed upon in B. 1-3.
- C. Annual increases to billing rates (applies to small firms with no accounting system in place which identifies direct and indirect costs separately) will be limited to the percentage difference in the consumer price index for all urban consumers for the Seattle region from the first six months of the current year versus the first six months of the previous year plus no more than 2%.
- D. King County Solid Waste Division policy states that Consultants shall not markup Sub consultant costs, vendor costs and Other Direct Costs (ODCs)

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
  - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
  4. Domestic Partner Benefits Declaration Form.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing

business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
  2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
  4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
  5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
  6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
  2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
  3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.
- E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.



**PART 4: REQUIREMENTS DURING WORK****A. Site Visits**

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

**PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

**SECTION IV - GENERAL CONTRACT REQUIREMENTS****PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

## **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.
- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

**PART 3: INSURANCE**

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

**PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

**PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

### A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/equalbenefits.asp>

### B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

### C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

#### D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

#### E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

#### F. Labor Harmony Clause

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

### **SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation proc-

ess. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## **SECTION VII – REQUIRED FORMS**


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Three (3) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No. RFP 128-04CMB</b>
	<b>Bid Title Special Recycling Event Services</b>
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	